

## TRUSTEE'S DEED

THIS TRUSTEE'S DEED made and entered into this 3rd day of March, 1973, by and between DONALD C. ELSAESSER, ROBERT H. McROBERTS, Successor Trustee to CHARLES H. RICHARDSON, deceased, and RUSSELL P. RICHARDSON, as Trustees, acting under deed dated December 26, 1928 and recorded in the Office of the Recorder of Deeds, St. Clair County, Illinois in Book 723, Page 371, as thereafter extended and modified and again extended by agreement dated December 17, 1968 and recorded as Document No. A303205, and in Book 2155, Page 25-54, St. Clair County, Illinois Records, as parties of the first part, for convenience hereinafter referred to as Grantors, and FRED H. LEYHE, as party of the second part; for convenience hereinafter referred to as Grantee,

## WITNESSETH:

The Grantors, as trustees as aforesaid but not as individuals, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, do hereby grant, sell, and convey to said Grantee, the following described real estate located in the County of St. Clair, State of Illinois, to-wit:

Part of Lot No. 302 of the "FOURTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of PLATS B on Page 10, and parts of Lot No. 304 of the "SIXTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats B on page 25, described as follows:

Beginning at a point in the South line of Riverview Avenue, 70 feet wide, said point being the Northeast corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299 on Page 310 of the St. Clair County Records; thence along the South line of Riverview Avenue, South 68 degrees 20 minutes 30 seconds East 599.36 feet to a point on the West right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide; thence along the West right-of-way line of said railroad, South 32 degrees 02 minutes 32 seconds West 238.21 feet to a point of curve; thence continuing along the West Right of Way line of said railroad along a curve to the left having a radius of 2914.93 feet an arc distance of 503.27 feet to the point of tangent; thence still continuing along the West right-of-way line of said railroad, South 22 degrees 09 minutes 00 seconds West 4189.77 feet to a point, said point being on the North line of a 56.7 foot wide strip of land conveyed to Monsanto Chemical Company by deed recorded in Book 995 on page 32 of the St. Clair County Records; thence leaving the West

APPROVED MAPPING & PLATTING  
*W. H. H. H. H.*  
 SUBJECT TO ZONING REGULATIONS

PT 01-34-0-30-03

AFFIX  
 AFTER RECORDATION

US EPA RECORDS CENTER REGION 5



412221



Right-of-Way line of said Gulf-Mobile and Ohio Railroad and along the North line of said Monsanto Chemical Company tract South 68 degrees 21 minutes 41 seconds West 993.81 feet to a point on the North line of a tract of land established in survey by Robert P. Weincl during April 1968; thence in a Northwesterly direction along last mentioned line North 49 degrees 32 minutes 09 seconds West 1233.98 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence Northwestwardly North 49 degrees 32 minutes 09 seconds West 250.43 feet to a point in the Eastern Outer Harbor Line of the Mississippi River; thence along the Eastern Outer Harbor Line of the Mississippi River the following courses and distances: North 36 degrees 31 minutes 47 seconds East 24.23 feet, North 33 degrees 10 minutes 43 seconds East 472.19 feet, North 31 degrees 48 minutes 54 seconds East 472.19 feet, North 29 degrees 46 minutes 17 seconds East 470.03 feet, North 28 degrees 34 minutes 43 seconds East 375.63 feet, North 26 degrees 50 minutes 51 seconds East 371.40 feet, North 25 degrees 55 minutes 53 seconds East 533.00 feet, and North 24 degrees 47 minutes 21 seconds East 437.16 feet to a point, said point being the Southwest corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1537 on Page 601 of the St. Clair County Records; thence leaving the Eastern Outer Harbor Line of the Mississippi River and along the South line of said Monsanto Chemical Company tract, South 68 degrees 20 minutes 30 seconds East 250.37 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence leaving the Eastern Inner Harbor line of the Mississippi River; and along the South line of said Monsanto Chemical Company tract, South 68 degrees 20 minutes 30 seconds East 1138.50 feet to the Southeast corner of said Monsanto Chemical Company tract; thence along the East line of said Monsanto Chemical Company tract, North 22 degrees 09 minutes 00 seconds East 1169.42 feet to a point; thence continuing along said East line and also the East line of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299 on page 310 of the St. Clair County Records, North 12 degrees 22 minutes 24 seconds East 841.96 feet to the point of beginning.

Excepting however, that part conveyed in Deed from Charles E. Richardson and Donald C. Elsaesser, as trustees, to The East Side Levee and Sanitary District, dated July 28, 1965 and recorded on August 4, 1965 as Document No. A213330, more particularly described as follows:

Beginning at the intersection of the Westerly right-of-way line of the Gulf, Mobile and Ohio Railroad and the centerline of Riverview Avenue (70 feet wide) thence Southwardly 370 feet along the above mentioned right-of-way line; thence Westwardly and perpendicular to the Westerly right-of-way line of the Gulf, Mobile and Ohio Railroad, to a point which is 10 feet landward of the centerline of the spur track of



the Alton and Southern Railroad to the Union Electric Tract; thence along a curve to the left, being 10 feet from and parallel with the center line of the above mentioned spur tract to the centerline of Riverview Avenue (70 feet wide); thence Eastwardly to the point of beginning.

SUBJECT, HOWEVER, to the following:

1. Rights of the United States Government and other governmental units in that part of its areas lying between the Eastern Outer Harbor Line and the Eastern Inner Harbor Line of the Mississippi River.
2. Terms of a certain Ash Disposal Agreement dated December 3, 1952 between Parties of the First Part and Union Electric Power Company which grants Union Electric Power Company the right to cross said tract from northeast to southwest with pipes and a temporary road for the disposal of fly ash and furnace wastes, as modified by Agreement of June 25, 1968, and by Agreement of May 24, 1972.
3. Easement over premises in question and other property in favor of Illinois Power Company for an electric transmission system, as created in Easement made by Donald C. Elsaesser and Charles E. Richardson, Successor Trustees, dated November 19, 1968 and recorded on December 24, 1968 as Document No. A303235, St. Clair County, Illinois Records.
4. Easement over premises in question and other property in favor of Explorer Pipeline Company a Del. Corp. for the transportation of liquids, gases, solids or mixtures of any or all thereof, as created in Easement made by Charles E. Richardson, Russell P. Richardson and Donald C. Elsaesser, Successor Trustees, dated May 20, 1971 and recorded on September 29, 1971 as Document No. A381100, St. Clair County, Illinois Records.
5. Easement in favor of Union Electric Power Company for the transmission and distribution of electrical energy or telephone services; and the right of ingress to and egress from said easements, as created by easement from Charles E. Richardson et al., Trustees dated March 11, 1952 and recorded on April 3, 1952 in Book 1254 on page 441, St. Clair County, Illinois Records.
6. Easement in favor of Union Electric Power Company for an electric transmission line for the transmission or distribution of electrical energy or for telephone purposes, etc. as created by easement from Charles E. Richardson et al. Trustees, dated December 3, 1952 and recorded on December 15, 1952 in Book 1284 on page 28, St. Clair County, Illinois Records.
7. Rights of The East Side Levee and Sanitary District under and by virtue of a grant from Edward C. Kehr and Julius



Pitzman dated August 21, 1915 and recorded on August 5, 1916 in Book 483 on page 346 St. Clair County, Illinois Records, to build, construct, and forever maintain its levee; and from Frederick Pitzman and Charles E. Richardson, Trustees, dated April 2, 1942 and recorded on April 23, 1942 in Book 946 on page 556 St. Clair County, Illinois Records, for the purpose of constructing, maintaining, inspecting, repairing, and protecting a levee and the necessary dams.

8. Rights of the Alton & Southern Railroad under and by virtue of a grant for switch and spur tracks from:

(a) Frederick Pitzman and Charles E. Richardson as Trustees

(1) dated October 10, 1942 and recorded in Book 1138 on page 207, St. Clair County, Illinois Records.

(2) dated December 30, 1941 and recorded in Book 741 on page 551, St. Clair County, Illinois Records.

(b) Frederick Pitzman and Josephine L. Methudy as Trustees, dated July 20, 1929 and recorded in Book 741 on page 161, St. Clair County, Illinois Records.

9. Easement in favor of Phillips Petroleum Company over a strip of land 10 feet in width for pipe line and road purposes over premises in question, as created by Easement from Frederick Pitzman and Charles E. Richardson Trustees, dated July 1, 1942 and recorded on October 26, 1942 in Book 982 on page 321, St. Clair County, Illinois Records.

10. Easement in favor of Monsanto Chemical Company for pipe lines, electrical power, or communication cables or lines as created by easement from Charles E. Richardson and A. Fred Helenkamp, as Trustees, dated January 13, 1958 and recorded on January 14, 1958 as Document No. 922816, Book 1537-605, St. Clair County, Illinois Records.

11. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

12. Drainage assessments, drainage taxes, water rentals and water taxes, if any.

13. Resolution No. 41 adopted by the Board of Supervisors of St. Clair County, Illinois, on December 2, 1961 and recorded January 10, 1962 as Document No. A109218 in Book 1770 on page 495 St. Clair County, Illinois Records, establishing rules and regulations governing the platting of land into subdivisions in the unincorporated areas of St. Clair County, Illinois.

14. Ordinances and regulations relating to connections,



charges and liens for use of any public sewerage, water, or other utility system serving the land referred to herein.

15. Building lines as set by Supervisors Resolution adopted June 6, 1966 and recorded in Book 2017 on page 13, St. Clair County, Illinois Records.

16. Rights of way for drainage tiles, ditches, feeders and laterals.

17. Railroad rights of way, switches and spur tracks, if any.

18. Rights of parties in possession not shown by the public records, if any.

19. Encroachments, overlaps, boundary line disputes, and any matter which would be disclosed by an accurate survey and inspection of the premises.

20. Easements or claims of easements, if any, not shown by the public records.

21. Taxes not now due and payable.

22. Restrictions, covenants, agreements, conditions and rights-of-way of record, if any.

23. Private, public, utility and pipe line easements of record, if any.

24. Installments not due at or before date hereof of any special tax or assessment and special taxes becoming a lien after date hereof.

25. Rights, if any, of Paul Sauget and of Sauget and Company to use property as a land fill site pursuant to letter from Grantors dated July 14, 1972.

TO HAVE AND TO HOLD the parcels of land above described, to the Grantee, his heirs, administrators, executors, successors and assigns forever, and the said Grantors, as Trustees, but not as individuals, will warrant and defend the title to the property hereby conveyed against any and all claims from, through and under said Trustees, and their cestuis que trust and free and clear of and from all liens and encumbrances, including taxes now due and payable.

IN WITNESS WHEREOF, said parties of the first part, as Trustees as aforesaid, have hereto set their hands and seals the day and year above written.

*Donald C. Elsaesser*  
DONALD C. ELSAESSER

1973 APR -2 PM 2:42  
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Robert H. McRoberts  
ROBERT H. MCROBERTS

Russell P. Richardson  
RUSSELL P. RICHARDSON

Trustees acting by and under an instrument dated December 26, 1928 and recorded in the Office of the Recorder of Deeds, St. Clair County, Illinois, in Book 723, Page 371, as thereafter extended and modified and again extended by Agreement dated December 17, 1968, and recorded as Document No. A303205, Book 2155 Page 25 St. Clair County, Illinois, Records.

STATE OF MISSOURI )  
 ) SS.  
CITY OF ST. LOUIS )

I, the undersigned Notary Public in and for said City of St. Louis in the State of Missouri, do hereby certify that DONALD C. ELSASSER and ROBERT H. MCROBERTS, Trustees, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me, this day, in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

My term as Notary expires: August 16, 1975  
Given under my hand and Notarial Seal this 3<sup>rd</sup> day of March, 1973.

William M. Pinner  
Notary Public

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF DADF )

I, the undersigned, a Notary Public in and for the said Dade County, in the State of Florida, do hereby certify that RUSSELL P. RICHARDSON personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged



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that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. I hereby further certify that I am duly authorized to take acknowledgements to deeds under the laws of the State first herein named.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT. 7, 1973  
BORN JAN. 1901 FRED W. BIESSELHORN

My term as Notary expires: \_\_\_\_\_

Given under my hand and official seal this 31 day  
of March, 1973.

Fred W. Bieselhorn  
Notary Public



*Prepared by Bryon, Cons, Mc Phatir & Mc Rolento  
George V. Meisel, Partner*

Address of Grantee and Mail subsequent tax bills to:  
Fred H. Leyhe  
Suite 1252 Pierce Building  
112 North 4th Street  
St. Louis, Missouri 63102



MORTGAGE

THIS MORTGAGE, made the 2nd day of April, 1973 between FRED H. LEYNE and LOUISE K. LEYNE, husband and wife, herein collectively called the mortgagor, and DONALD C. ELSAESSER, ROBERT H. McROBERTS (Successor Trustee to Charles E. Richardson, deceased) and RUSSELL P. RICHARDSON, not individually but as Trustees acting under deed dated December 26, 1928 and recorded in the Office of the Recorder of Deeds, St. Clair County, Illinois in Book 723, Page 371, as thereafter extended and modified and again extended by agreement dated December 17, 1968, recorded as Document No. A303205, and in Book 2155, Page 25-54, St. Clair County, Illinois Records, having an office at 135 N. Meramec Avenue, Clayton, Missouri 63105, the mortgagee.

WITNESSETH, that to secure the payment of an indebtedness for part purchase money in the sum of One Million Five Hundred Twenty-six Thousand Four Hundred Thirty Dollars (\$1,526,430.00), lawful money of the United States, to be paid with interest thereon in installments, the last of which is due and payable no later than April 2, 1988, according to a certain note or obligation executed by mortgagor, bearing even date herewith, which provides as follows:

NOTE

Dated: April 2, 1973

At: St. Clair County, Illinois

FOR VALUE RECEIVED, the undersigned promises to pay to the order of DONALD C. ELSAESSER, ROBERT H. McROBERTS (Successor Trustee to Charles E. Richardson deceased) and RUSSELL P. RICHARDSON, not individually but as Trustees acting under deed dated December 26, 1928, and recorded in the Office of the Recorder of Deeds, St. Clair County, Illinois in Book 723, Page 371, as thereafter extended and modified and again extended by agreement dated December 17, 1968, and recorded as Document No. A303205, and in Book 2155, Page 25-54, St. Clair County, Illinois Records, at their office at 135 North Meramec Avenue, Clayton, Missouri 63105, or at such other place as the holder hereof may from time to time designate in writing, the principal sum of One Million Five Hundred Twenty-six Thousand Four Hundred Thirty Dollars (\$1,526,430.00), with interest thereon from the date or dates of disbursement of the aforesaid principal sum at the rate of seven per cent (7%) per annum, to be paid in lawful money of the United States of America as follows:

In fifteen (15) consecutive annual installments commencing on April 2, 1974, the first fourteen (14)



of said installments to consist of a payment of principal in the amount of One Hundred One Thousand Seven Hundred Sixty-two Dollars (\$101,762.00), together with interest on the unpaid principal sum, and the last installment to be in the amount of the then remaining balance of the principal sum and interest.

The undersigned shall have the right to prepay the whole or any part of the principal sum hereof at any time without notice or penalty. No part prepayment shall affect the obligation to continue to pay the regular installments required hereunder until the entire indebtedness has been paid.

During the existence of any default or delinquency under the terms of this note or under the terms of the Mortgage given as a security for and which secures this note, the holder hereof is hereby expressly authorized to apply all payments made on this note and said Mortgage to the payment of such part of any delinquency as it may elect.

If default be made in the payment of the whole or any part of any of the several installments of this note when due, or in the performance of any of the terms, agreements, covenants or conditions contained in the Mortgage given as security for and which secures the payment hereof, then, or at any time thereafter during the continuance of any such default, the entire principal of this note remaining at that time unmatured, together with the then accrued interest thereon, shall, at the election of the legal holder hereof, and without notice of such election and without demand or presentment, become immediately due and payable at the place of payment aforesaid, anything contained herein or in the Mortgage hereinafter described to the contrary notwithstanding, and the principal balance together with the accrued interest thereon, so accelerated and declared due as aforesaid, shall thereafter bear interest at the rate of eight per centum (8%) per annum until paid, and all costs and expenses of collection, including a reasonable attorney's fee, shall be added to and become a part of the total indebtedness.

If suit be brought to collect this note or any part thereof, the undersigned hereby expressly agrees to pay all costs and expenses of collection and a reasonable attorney's fee.

As to this note and the Mortgage and any other instruments securing the indebtedness, the undersigned and endorsers severally waive all applicable exemption rights, whether under the state Constitution, Homestead laws or otherwise, and also severally waive valuation and appraisal, presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this note, and expressly agree that the maturity of this note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of the undersigned or said endorsers.